

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE 12		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 005		3. EFFECTIVE DATE April 12, 2004		4. REQUISITION/PURCHASE REQ. NO. 4200059824		5. PROJECT NO. (If applicable)	
6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		CODE PS31-J		7. ADMINISTERED BY (If other than Item 6) Jeffrey S. Jackson (256) 544-8935 Phone (256) 544-3223 Fax		CODE PS31-J	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Science Applications International Corporation (SAIC) Company 6, Technology Services Company 10260 Campus Point Drive San Diego, CA 92121 c/o 6725 Odyssey Drive, Huntsville, AL 35806				(✓)			
				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. NNM04AA02C			
				X			
				10B. DATED (SEE ITEM 13) 1/1/04			
CODE CAGE 0T5L1		FACILITY CODE SAP- 103429					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
4200059824 PLI's 1 and 2

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a), Mutual Agreement, and the Limitation of Funds clause
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	Negotiated Estimated Cost	Shared Savings Fee	Award Fee Earned	Potential Award Fee	Contract Value	Total Sum Allotted
Prev. Base Total	\$453,556,738	\$0	\$0	\$27,213,407	\$480,770,145	\$11,241,615
This Modification	\$0	\$0	\$0	\$0	\$0	\$17,253,583
Rev. Base Total	\$453,556,738	\$0	\$0	\$27,213,407	\$480,770,145	\$28,495,198

SEE PAGE 2 FOR DESCRIPTION OF AMENDMENT/MODIFICATION

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print) Kelly J. Parson, Senior Contract Representative		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey S. Jackson, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
/s/ Kelly J. Parson (Signature of person authorized to sign)	April 12, 2004	/s/ Jeffrey S. Jackson (Signature of Contracting Officer)	April 12, 2004

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT
(continued)

The purposes of this modification are to; A) provide an amount of \$17,253,583 in funding in order to extend contract coverage through June 11, 2004; B) revise Clause G.6, Installation-Accountable Government Property to reflect Alternate I dated March 1989; C) revise Attachment J-2, Data Procurement Document, to allow submission of the monthly financial management report on the 15th calendar day of each month based on the contractor's accounting cycles, D) delete Attachment J-5, UNITEs CPAF Evaluation Plan to incorporate the plan by reference only, and E) revise Attachment J-8 to incorporate by reference the updated property listing provided via DD Form 1149. Accordingly, NNM04AA02C is modified as follows:

- A. Under Section B, Clause B.6, Contract Funding, the total amount allotted by the Government is increased by \$17,253,583 (from \$11,241,615 to \$28,495,198). Of this amount, the total allotted to Estimated Cost is increased by \$16,236,197 (from \$10,575,319 to \$26,811,516) and the amount allotted to Provisional Award Fee is increased by \$1,017,386 (from \$666,296 to \$1,683,682). The funded through date is also revised to June 11, 2004.
- B. Clause G.6, Installation-Accountable Government Property (1852.245-71) is revised to reflect Alternate I (Mar 1989). This revision is based on the fact that the contractor does not utilize NASA/MSFC central receiving for receipt of UNITEs property.
- C. ATTACHMENT J-2, DATA PROCUREMENT DOCUMENT, is revised to change the submittal date for 974MA-005, Financial Management Report (533M) from 10 days following the end of the contractor's accounting month to the 15th calendar day of each month. This will accommodate the contractor's 13 four week accounting periods. Should the 15th day fall on a weekend or holiday, submission on the next working day is acceptable. Based on the nature of this revision, no consideration from the Contractor is deemed necessary.
- D. ATTACHMENT J-5, UNITEs CPAF Evaluation Plan, is hereby deleted in its entirety and is incorporated by reference.
- E. ATTACHMENT J-8, Government-Furnished Property, is hereby revised to incorporate on pages J-8-2 and J-8-3 the DD Forms 1149 transferring accountability of the property referenced from the Government to Science Applications International Corporation. The total estimated value of this property listing is \$103,450,704.10 and is comprised of the following referenced documents:

DCN 2-4-22-4C5067- \$69,640,185.87 (Transfers attached property listing from NAS8-60000 to NASA Marshall Space Flight Center)

MR504032401- \$1,505,021.23 (Transfers attached property listing from NAS9-98100 to NASA Marshall Space Flight Center)

CC504012002- \$25,392,233 (Transfers attached property listing from NAS9-98100 to NASA Marshall Space Flight Center)

CC504012007- \$5,790,689 (Transfers attached property listing from NAS9-98100 to NASA Marshall Space Flight Center)

CC504012006 \$181,669 (Transfers attached property listing from NAS9-98100 to NASA Marshall Space Flight Center)

2-4-22-4C5069 \$940,906 (Transfers attached property listing from NAS8-60000 to NNM04AA02C)

- F. The modification(s) made above are reflected in total on the change page(s) enclosed herewith. In order to reflect the change(s) made, the page(s) listed below are hereby deleted from, or added to, NNM04AA02C. A vertical change bar is included in the right margin to indicate the specific area(s) of change.

Page(s) Deleted

B-7
G-5
G-6
J-2-3
J-2-22
J-5-1 – J-5-8
J-8-1

Page(s) Added

B-7
G-5
G-6
J-2-3
J-2-22
J-5-1
J-8-1 - J-8-3

- G. Except as provided for herein, there are no other changes to NNM04AA02C.

9. The SAIC Team shall make its SAS and NMS DoD-certified Level 2 courses in its training facility in Huntsville available to MSFC IT security personnel at no cost to NASA. The facility, equipment, and instructors shall be available to MSFC IT security personnel four weeks after contract award.

(End of clause)

B.5 PREMIUM FOR SCHEDULED OVERTIME (MSFC--52.222-90) (FEB 2001)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

L Period Amount

(b)(4)

]

(End of clause)

B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$26,811,516. This allotment is for performance in all areas and covers the following estimated period of performance: contract award through June 11, 2004.

(b) An additional amount of \$1,683,682 is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	\$10,575,319	\$16,236,197	\$26,811,516
Shared Savings Fee	\$0	\$0	\$0
Provisional Award Fee (Funded at 60%)	\$666,296	\$1,017,386	\$1,683,682
Award Fee Earned	\$0	<u>\$0</u>	<u>\$0</u>
Total Sum Allotted	\$11,241,615	\$17,253,583	\$28,495,198

(End of clause)

(e) A failure of the Contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the Changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of clause)

THE FOLLOWING CLAUSE APPLIES ONLY TO ITEMS THAT HAVE AN ACQUISITION COST BENEATH THE NEMS THRESHOLD. SEE CLAUSE G.9(b)(4).

**G.6 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY
(1852.245-71) (JUNE 1998) ALT I (MAR 1989)**

(a) The Government property described in the clause at 1852.245-77 (**See G.10**), List of Installation-Accountable Property and Services, shall be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property. Under this clause, the Government retains accountability for, and title to, the property, and the Contractor assumes the following user responsibilities:

The Contractor shall retain responsibility for notifying cognizant property custodians of all changes in status associated with installation-provided property. All equipment users shall (1) report any missing or untagged (meeting the criteria for control) property to the cognizant property custodian; (2) notify the cognizant property custodian, supervisor, and the Installation Security Officer immediately if theft, damage, or loss of Government property is suspected; (3) ensure that installation-provided property is used only in pursuit of approved NASA programs and projects, or as otherwise authorized; (4) identify property not being actively used in pursuit of approved programs and projects; and (5) ensure that property is turned in to the Property Disposal Officer through the cognizant property custodian when no longer needed. Under no circumstances will the Contractor dispose of installation property. Under this clause, the Contractor retains accountability for all material and the Contractor assumes full responsibilities.

On-site contractor employees shall also take the on-line Property Responsibility Training.

The contractor shall establish and adhere to a system of written procedures for compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

(b)(1) The official accountable recordkeeping, physical inventory, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area;

(ii) The contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area:

(iii) The contractor shall establish a record of the property as required by FAR 45.5 and 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/Shipping Document (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the contractor. The contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the contracting officer and notification of the SEMO. The contractor shall assume accountability and financial reporting responsibility for such property. The contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.

(2) After transfer of accountability to the Government, the contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the contracting officer.

(3) The contractor shall not utilize the installation's central receiving facility for receipt of Contractor-acquired property. However, the Contractor shall provide listings suitable for establishing accountable records of all such property received, on a quarterly basis, to the Contracting Officer and the Supply and Equipment Management Officer.

(End of clause)

(All property provided to the Contractor for use under this contract that is not provided under Clauses **G.6**, **G.10**, and **ATTACHMENT J-9** is Contractor accountable)

National Aeronautics and Space Administration			DATA PROCUREMENT DOC.	
PAGE REVISION LOG			NO.	ISSUE
			974	Basic
NOTE: The current revision is denoted by a vertical line in the outer margin adjacent to the affected text.		AS OF:	SUPERSEDING:	PAGE:
		01-01-04		
INSERT LATEST REVISED PAGES. DISCARD SUPERSEDED PAGES.				
ITEM	PAGE	STATUS	ITEM	PAGE
Mod 3	J-2-1			
Mod. 3	J-2-3			
Mod. 3	J-2-19			
Mod. 3	J-2-28			
Mod. 3	J-2-35			
Mod. 3	J-2-38			
Mod. 5	J-2-22			

DATA REQUIREMENTS DESCRIPTION (DRD)

1. DPD NO.: 974
2. DRD NO.: **974MA-005**
3. DATA TYPE: 3
4. DATE REVISED:
5. PAGE: 1/2
6. TITLE: Financial Management Report (533M)
7. DESCRIPTION/USE: To provide monthly financial reports for monitoring program costs. The 533 reports are the official cost documents used at NASA for cost type, price redetermination, and fixed price incentive contracts.
8. OPR: RS40
9. DM: AD30
10. DISTRIBUTION: Per Contracting Officer's letter
11. INITIAL SUBMISSION: Within 30 days after the incurrence of cost
12. SUBMISSION FREQUENCY: 15th calendar day of each month.
13. REMARKS:
14. INTERRELATIONSHIP: PWS paragraph 2.3.c
15. DATA PREPARATION INFORMATION:
 - 15.1 **SCOPE:** The Financial Management Report provides data on accumulated costs and funding projections for management of the contract.
 - 15.2 **APPLICABLE DOCUMENTS**

NFS 1852.242-73	NASA Contractor Financial Management Reporting, (July 1997)
NPG 9501.2	NASA Contractor Financial Management Reporting
 - 15.3 **CONTENTS:** The elements of cost for financial reporting shall be mutually agreed by the contractor and NASA project office and cover labor hours by function, direct labor cost, materials, subcontracts, interdivisional work, other direct rates, overhead by pool, fringe, G&A, and fee. Changes or additions to elements of cost shall be by mutual agreement between the contractor and the NASA project manager. The data contained in the reports must be auditable using Generally Accepted Accounting Principles. The 533M Report shall include actuals and projections at the total contract level. A summary page at the contract level shall be included reflecting the cumulative since inception cost for the contract.

The following shall be addressed for each WBS element:

- a. Categories of cost:
 1. Direct Labor Hours - Regular
 2. Equivalent Man-months - Regular
 3. Direct Labor Hours - Overtime
 4. Equivalent Man-months - Overtime
 5. Non-productive Hours - Paid absence (sick, vacation, and holiday)
 6. Equivalent Man-months - Paid Absence
 7. Total Direct Labor Dollars - Regular
 8. Total Direct Labor Dollars - Overtime

ATTACHMENT J-5

UNITeS CPAF EVALUATION PLAN

The UNITeS CPAF Evaluation Plan is hereby incorporated by reference. The Government retains the unilateral right to amend the plan on a prospective basis.

ATTACHMENT J-8

GOVERNMENT-FURNISHED PROPERTY

The attached DD Forms 1149 transfer accountability from the Government to Science Applications International Corporation for the items contained therein. The complete listing is incorporated by reference.

REQUISITION AND INVOICE/SHIPPING DOCUMENT

The public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing existing data sources, gathering existing data sources, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services and Communications Directorate (0704-0246). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

Form Approved
OMB No. 0704-0246
Expires Feb 28, 2006

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ORGANIZATION. RETURN COMPLETED FORM TO THE ADDRESS IN ITEM 2.

1. FROM: (Include ZIP Code)
Marshall Space Flight Center
MSFC, AL 35812

2. TO: (Include ZIP Code)
SCIENCE APPLIC INTL CORP
10260 CAMPUS POINT DRIVE, SAN DIEGO, CA 92121

3. SHIP TO - MARK FOR
TRANSFER IN PLACE OF GOVERNMENT PROPERTY TO NNM04AA02C
JEFFREY S JACKSON, MSFC GAINING CONTRACTING OFFICER

4. APPROXIMATE DATA
4/1/2004
Lou Rau, SAIC DEPUTY PROJECT MANAGER
CAROLYN A LANDRY, MSFC SEMO

5. SUPPLY ACTION (a)
180.073

6. QUANTITY REQUESTED (d)
8914

7. FEDERAL STOCK NUMBER, DESCRIPTION, AND CODING OF MATERIAL AND/OR SERVICES (b)
REFERENCE DD 1149, DCN 2-4-22-4C5067, DATED 20040331 FROM CSC
CONTRACT NAS8-60000

8. UNIT OF ISSUE (c)
1

9. TYPE OF CONTAINER NOS. (g)
Items be unaccountable.

10. UNIT PRICE (h)
69,640,185.87

11. TOTAL COST (i)
32,869,612.23

12. DATE SHIPPED (YYYYMMDD)
b.

13. MODE OF SHIPMENT

14. BILL OF LADING NUMBER

15. AIR MOVEMENT DESIGNATOR OR PORT REFERENCE NO.

16. TRANSPORTATION VIA MATS OR MSTs CHARGEABLE TO

17. SPECIAL HANDLING

18. CONTAINERS RECEIVED EXCEPT AS NOTED (j)
102,509,798.10

19. QUANTITIES RECEIVED EXCEPT AS NOTED (k)
GRANT TOTAL

20. RECEIVER'S VOUCHER NO.

REQUISITION AND INVOICE/SHIPPING DOCUMENT

Form Approved
OMB No. 0704-0246
Expires Jan 31, 2003

REQUISITION AND INFORMATION

The public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0146), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to a penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THIS ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN ITEM 2.

1. FROM: (Include ZIP Code) Computer Sciences Corporation-0881-NAS8-60000 NASA Marshall Space Flight Center, AL 35812		SHEET NO. 1		NO. OF SHEETS 1		REQUISITION DATE		5. REQUISITION NUMBER <i>2.4-22-4C5069</i>	
		7. DATE MATERIAL REQUIRED (YYYYMMDD) 20040408		B. PRIORITY					
2. TO: (Include ZIP Code) NASA Marshall Space Flight Center-0808 Huntsville, AL 35812									
3. SHIP TO - MARK FOR UNITeS Contract NNM04AA02C Lou Rau/SAIC Deputy Project Manager Roseann Goss/AD30/COTR Jeffrey S. Jackson/PS31J/CO									
4. APPROPRIATIONS DATA DATE RECEIVED/AD35/COTR Daniel J. Fuller/PS31E/CO Carolyn Landry/AD41/Property Administrator									
ITEM NO.	FEDERAL STOCK NUMBER, DESCRIPTION, AND CODING OF MATERIEL AND/OR SERVICES	(a)	UNIT OF ISSUE	QUANTITY REQUESTED	SUPPLY ACTION	TYPE CON-TAINER	CON-TAINER NOS.	UNIT PRICE	TOTAL COST
1	ECN 2013026-Server, Communications, Mfg. Sun Microsystems, MN ENTERPRISE 10000, SN 702BB, YM 2001, NASA Acq. 6/29/01 FSC 7025	ca	1					935,906.00	935,906.00
2	ECN 1632604-Fileserver, Mfg. Sun Microsystems, MN NETRAT1, SN HF10708962 YM 2001, FSC 7021	ca	1					2,500.00	2,500.00
3	ECN 1632605-Fileserver, Mfg. Sun Microsystems, MN NETRAT1, SN HF10205196 YM 2001, FSC 7021	ca	1					2,500.00	2,500.00
Note: Items had been excessed for trade-in. Due to the long timeframe of trade-in completion, the items were reinstated to CSC Contract on 4/31/04									
16. TRANSPORTATION VIA MATS OR MSTs CHARGEABLE TO Last Item									
17. SPECIAL HANDLING									
18. ISSUED BY		TOTAL COM-TAINERS		DESCRIPTION		TOTAL WEIGHT		TOTAL CUBE	
CHECKED BY									
PACKED BY									
RECEIPT									
SHIPMENT									
PACKAGE									
CONTAINER									
BY									
DATE (YYYYMMDD)									
CONTAINERS RECEIVED EXCEPT AS NOTED									
QUANTITIES RECEIVED EXCEPT AS NOTED									
POSTED									
GRAND TOTAL									
RECEIVER'S VOUCHER NO.									

DD FORM 1149, APR 2000

51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

PREVIOUS EDITION MAY BE USED.